substituted. *Held,* the withdrawn plea was admissible in evidence, as showing conduct on the part of the defendant inconsistent with his claim of innocence before the jury. *State* v. *Carta* (Conn.), 96 Atl. 411. See NOTES, p. 622.

INFANT'S CONTRACT — RATIFICATION — WHAT CONSTITUTES.—Defendant, while an infant, contracted with the plaintiff for the purchase of a set of books to be paid for in monthly installments. After a single payment, the defendant, who had reached his majority, refused to make further advances; and held the books merely under an offer to return. *Held,* such action does not constitute a ratification of the contract. *Grolier Soc. of London* v. *Forshay,* 157 N. Y. Supp. 776.

Any act of an adult showing unequivocally a renunciation of, or a disposition not to abide by, a contract made during his minority, is sufficient to avoid it. *Grisson* v. *Beidleman, et al.,* 35 Okl. 343, 129 Pac. 853, 44 L. R. A. (N. S.) 411. But in order to effect a ratification, the acts, words or conduct, by which it is to be established, must be inconsistent with any other purpose. *Hobbs* v. *Hinton Foundry Co.,* 74 W. Va. 443, 82 S. E. 267. Primarily, ratification by an adult of a contract made during infancy is a question of intention. *Coe* v. *Moon,* 260 Ill. 76, 102 N. E. 1074. And the burden of proving it rests upon the party claiming under the contract. *International Text Book Co.* v. *Connelly,* 206 N. Y. 188, 99 N. E. 722, 42 L. R. A. (N. S.) 1115; *Healey* v. *Kellog* (App. T.), 145 N. Y. Supp. 943.

Retention of the consideration for a reasonable time after becoming of age is no ratification. *Benham* v. *Bishop,* 9 Conn. 330. *A fortiori,* an express disaffirmance followed by mere retention of possession, without benefit therefrom, cannot be construed as such. *House* v. *Alexander,* 105 Ind. 109, 4 N. E. 891, 55 Am. Rep. 189; *Scott* v. *Scott,* 29 S. C. 414, 7 S. E. 811. Again, the mere acknowledgment of the debt is no ratification, but the terms of the alleged ratification need not be such, as to impart a direct promise to pay. See *Whitney* v. *Dutch,* 14 Mass. 457, 7 Am. Dec. 229. Further, silence or acquiescence for a reasonable time after becoming of age, without more, does not, as a rule, amount to a ratification. *Thormaehlen* v. *Kaeppel,* 86 Wis. 378, 56 N. W. 1089. It is otherwise, however, when circumstances impose upon the minor the duty of speaking. *Bigelow* v. *Kinney,* 3 Vt. 353, 21 Am. Dec. 589.

INSURANCE—IRON SAFE CLAUSE—DIVISIBILITY.—The plaintiff insured a building and certain implements therein by a single policy, each being valued separately. The policy was issued for a gross premium; and by a provision, known as the "iron safe clause," the plaintiff was required to keep books of all purchases and sales of the said implements, and to keep such books in an iron safe. Plaintiff failed to comply with this provision. *Held,* the policy is severable and the plaintiff can recover for the building. *Ennis* v. *Retail Merchants' Ass'n Mut. Fire Ins. Co.* (N. D.), 156 N. W. 234.

The courts are in hopeless conflict upon the question whether a policy issued upon different classes of property, separately valued for a gross premium, is divisible. By what seems to be the better rule and